

MEMORANDUM OF AGREEMENT
Borough of Bernardsville and PBA Local 365 (Sergeants and
Lieutenants)

The parties hereby agree to recommend the following changes to the 2005-2007 collective bargaining agreement, subject to ratification by their respective bodies:

ARTICLE XIV
COMPENSATION

- A. Effective on January 1, 2008 all employees covered by this Agreement shall be entitled to receive the base rate of pay for their position in accordance with the following guide:

SALARY GUIDE

| | Effective 01/01/2007 | 4% Effective 01/01/2008 |
|-----------------------|-------------------------|----------------------------|
| Lieutenant (0-1) | \$110,402 | \$114,818 |
| Patrol Lieutenant | \$111,941 | \$116,419 |
| Detective Lieutenant* | \$113,741 | \$118,219 |
| | | |
| Sergeant (0-1) | \$98,796 | \$102,747 |
| Sergeant | \$100,348 | \$104,362 |
| Detective Sergeant† | \$102,148 | \$106,162 |

B. Overtime

4. Sergeants /Lieutenants performing outside work while off duty shall be entitled to \$49.50 per hour. In addition, administrative costs for the Borough will

* Includes \$1800 stipend awarded to officers assigned to Detective Bureau

† Includes \$1800 stipend awarded to officers assigned to Detective Bureau

be added to the amount billed to the outside contractor. As soon as is reasonably practicable after the complete execution of this Memorandum of Agreement, the off-duty rate will be increased to \$64.00 per hour on a prospective basis.

NEW ARTICLE XX

WORK SCHEDULES

A. WORK PERIOD

The work schedule for all officers assigned to the Patrol Division shall operate on a twenty-eight (28) day work period. The work schedule for officers assigned to all other Bureaus, Divisions and Administration shall operate on a seven (7) day work period.

B. NON-PATROL

The work day for all shifts other than the Patrol Division shall consist of eight (8) hour shifts five (5) days per week totaling 40 hours per week. The specific hours of work and days shall be set by the Chief of Police or his designee for each of these employees on an individual basis.

C. PATROL

1. The Patrol Division will continue to utilize the schedule rotation commonly referred to as the "Pittman Schedule". Officers shall be assigned to four (4) patrol squads consisting of a minimum of three (3) officers per squad. A minimum of two officers shall be scheduled for patrol duty at any given time. (Subject to the provisions of Article XX (D))

below). Each patrol shift shall be Twelve (12) hours long, and shall have the following specific hours:

7:00 A.M. to 7:00 P.M. (Day Shift)

7:00 P.M. to 7:00 A.M. (Night Shift)

2. Officers assigned to the Patrol Division will be normally scheduled for fourteen (14) shifts within the Twenty-Eight (28) day work period. Officers shall rotate from Dayshifts to Nightshifts every fourteen (14) days (i.e. two weeks of Dayshifts then two weeks of Nightshifts) subject to the provisions of Article IX, Section E.
3. Assignment of an officer to any modified shift times differing from above will be made on an as needed basis within the discretion of the Chief of Police or his designee, with the agreement of said officer.

D. WORK ASSIGNMENTS

The current minimum patrol manpower of two officers on patrol at any given time will remain in effect. Nothing in this Article shall impact in any way the Chief of Police's authority and discretion to assign officers to a particular Squad, Bureau, Division or assignment, or to set staffing levels for a particular Division or Bureau.

E. SCHEDULED COMPENSATORY TIME

1. Officers assigned to the Patrol Division working the "Pittman" Schedule as set forth in Section "C" above shall receive "scheduled compensatory time" at the beginning of each year, dependent upon the total number of hours scheduled to work in a given year. This time is computed as

straight-time for the specific number of hours the officer is scheduled to work in excess of 2080 work hours in a calendar year (i.e. officers scheduled for 2196 work hours for a given year are calculated to have 116 hours of scheduled compensatory time for that year).

2. Officers are required to utilize or schedule for use at least thirty (30) hours of their scheduled compensatory time by the end of each quarter (March 31, June 30, September 30 and December 31). No scheduled compensatory time may be scheduled for use after November 30 of the current calendar year. Any scheduled compensatory time that remains as of December 1 shall be available for utilization between January 1 and May 31 of the following calendar year.

F. RE-NEGOTIATION OF WORK SCHEDULE

1. The Chief in his sole discretion may initiate renegotiation of the terms of the schedule with the P.B.A. at any time, if he determines such change is necessary to ensure public safety and the effective management of the Department.
2. If such situation arises prior to the expiration of the existing contract, for the Chief of Police or his designee to renegotiate the aforementioned schedule of sections A through E of this Article, the Chief of Police or his designee must identify the problem areas in writing to President of the PBA. In the absence of the President any member of the PBA executive Board may be notified. The purpose of the notification shall be to inform the members of the local and attempt to correct said problem. If the

problems identified have not been corrected within sixty (60) days of the first written notification by the Chief, the matter shall then go before the Public Safety Committee of the Borough Council. If within the following thirty (30) days from escalation to this step the problem is not mutually resolved, the matter shall then go before binding arbitration. The arbitrator's decision shall only remain in affect until the expiration of the current contract. Once a new contract is negotiated and finalized, the new contract shall take precedence.

3. In the event the Department renegotiates and comes to an agreement of a schedule differing in any way from the aforementioned schedule of sections A through E of this Article, all terms and conditions will be signed into effect with the approval of both the Chief of Police and the PBA President or appropriate PBA representative. The agreement shall be listed as an appendix unto this contract. Any agreement shall only remain in affect until the expiration of the current contract. Once a new contract is negotiated and finalized, the new contract shall take precedence.

NEW ARTICLE XXI

BEREAVEMENT LEAVE

- A. In the event of the death of a spouse or child, each full-time permanent employee shall be entitled to two (2) weeks bereavement leave. The employee shall be entitled to three (3) days bereavement leave with pay for the loss of father, mother, brother,

sister, grandparent, grandchild, or any other relative in the same household (not to exclude "Step", "Half", "Foster" or "In-Law").

- B. The employee shall be entitled to one (1) day of bereavement leave with pay for the loss of relatives not listed above (i.e. aunt, uncle, etc.). This leave shall be taken in conjunction with funeral and or memorial services at the time of death. Such period of time shall not be charged to vacation, sick time, or calculated in any other way.
- C. All requests for bereavement leave shall be documented in writing on the appropriate department leave of absence request form indicating the number of days to taken and the relationship of the relative at it applies to this section.

ARTICLE XII SICK LEAVE

Section L. 3. - Delete section as replaced by Article XXI Above

OLD ARTICLE XX TERM AND RENEWAL

Renumber as ARTICLE XXII

The term of the new agreement will be one year commencing January 1, 2008 and expiring December 31, 2008.

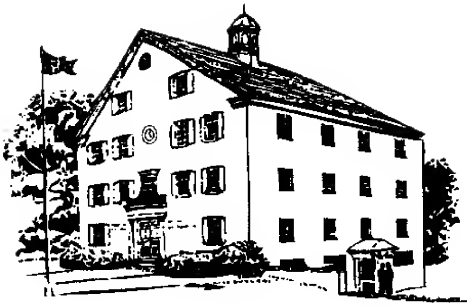
Borough of Bernardsville

By: 

2008Bernardsville, Borough of MEMORANDUM OF AGREEMENT - Rpt. and LI.doc

PBA Local No. 365 *SERGEANTS / LT'S*

By:  *5/11/2009*



Borough of Bernardsville

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Somerset County***

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Engineering (908) 766-3850***

***Fax (908) 766-2401
Fax (908) 766-2788***

TO: Chief Kevin Valentine

FROM: Sandra Jones

DATE: May 18, 2009

SUBJECT: MOA FOR 2008 FOR SERGEANTS AND LIEUTENANTS

Enclosed are six copies of the signed agreement for all concerned parties. Please distribute these to your officers. Thank you.

Enclosures